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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE WESTERN DISTRICT OF WASHINGTON**  
8 **AT SEATTLE**

9 TROY COACHMAN,

10 Plaintiff,

11 v.

12 SEATTLE AUTO MANAGEMENT,  
13 INC. dba MERCEDES BENZ OF  
14 SEATTLE and AL MONJAZEB,

15 Defendants.

CASE NO.:

**COMPLAINT**

**JURY DEMAND**

16 **I. INTRODUCTION**

17 1.1 Troy Coachman brings this disability discrimination action against his former  
18 employers Seattle Auto Management dba Mercedes Benz of Seattle and Al Monjaze. Mr.  
19 Coachman worked successfully as the Finance Director of Mercedes Benz of Seattle, a luxury  
20 car dealership in Seattle, Washington. Due to cancer, he underwent a surgical laryngectomy in  
21 September 2014. After the surgery Mr. Coachman spoke with a prosthetic voice box, which  
22 altered the sound of his voice. After he was medically cleared to return to work, the general  
23 manager scheduled him to return to work on January 2, 2015. However, dealership owner Al  
24 Monjaze. Mr. Coachman refused to return him to work and ignored Coachman's request for a meeting. Mr.  
25 Monjaze explained privately that the voice box would be unappealing to customers.  
26 Monjaze terminated Mr. Coachman's employment by falsely claiming no position was  
27 available. Defendants violated state and federal law by failing to engage in any interactive  
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process with Mr. Coachman, failing to reasonably accommodate his disability, and firing him without obtaining any information from his physician about his restrictions.

## II. PARTIES

2.1 Plaintiff Troy Coachman is a former employee of Defendant Mercedes Benz of Seattle. He is a resident of Pierce County, Washington. At all times pertinent to this complaint, he was an “employee” within the meaning of the Americans With Disabilities Act As Amended (“ADAAA”), 42 U.S.C. § 12101, *et seq.*, and the Washington Law Against Discrimination (“WLAD”), RCW 49.60.

2.2 Defendant Seattle Auto Management, Inc. is a Washington corporation registered to do business in Washington State. Seattle Auto Management, Inc. operates under the trade names Mercedes Benz of Seattle<sup>1</sup> and Seattle Mercedes Benz. Defendant is an “employer” within the meaning of the ADAAA and the WLAD. At all relevant times, Defendant operated the Mercedes Benz dealership, which is now located on Airport Way in Seattle, Washington.

2.5 Al Monjazez is the owner of the Mercedes Benz dealership on Airport Way in Seattle, Washington. Monjazez is the President of Mercedes Benz of Seattle. Defendant Monjazez is an “employer” within the meaning of the WLAD.

## III. JURISDICTION AND VENUE

3.1 This Court has original jurisdiction over Plaintiff’s claims under 28 U.S.C. § 1331 and § 1332.

3.2 This Court has supplemental jurisdiction over Plaintiff’s WLAD claims pursuant to 28 U.S.C. § 1367.

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<sup>1</sup> This complaint will refer to Defendant Seattle Auto Management, Inc. by its dba, Mercedes Benz of Seattle. All references to Seattle Auto Management include Mercedes Benz of Seattle and all references to Mercedes Benz of Seattle include Seattle Auto Management.

1           3.3     Venue properly lies in this Court pursuant to 28 U.S.C. § 1391(b).

2                                   **IV.    FACTS**

3           4.1     Troy Coachman worked as the Finance Director for Mercedes Benz of Seattle.  
4     He joined Mercedes-Benz of Seattle when it acquired his former employer Phil Smart in 2012.  
5     Coachman generated millions of dollars each year in financial services income for the  
6     dealership. His income production far outpaced any other finance employee.

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8           4.2     Mr. Coachman was diagnosed with vocal cord cancer in March 2014. He  
9     underwent chemotherapy and radiation treatment causing him to miss seven weeks of work.  
10    He returned to work fulltime in July 2014 with no restrictions on his ability to work. After his  
11    treatment, he spoke in a light whisper. His production numbers remained high.

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13           4.3     Then he received the unfortunate news that his cancer had returned. Doctors  
14    recommended a total laryngectomy in which the larynx is surgically removed. Mr. Coachman  
15    had the surgery on September 19, 2014. The procedure included a tracheoesophageal  
16    puncture, a small hole in the windpipe, and the insertion of a prosthetic voice box allowing  
17    him to speak.

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19           4.4     Before he went on medical leave and with the approval of General Manager  
20    (“GM”) Jason Graham and General Sales Manager (“GSM”) John Ramstetter, Mr. Coachman  
21    hired a temporary employee to cover his absence. That employee quit. She was replaced with  
22    a less experienced finance manager, Andrew Argosino, again in a temporary role until Mr.  
23    Coachman’s return. Owner Defendant Al Monjazez and other management employees  
24    reassured Coachman that he should “take all the time” he needed to recover and assured him  
25    “you’ll always have a job here.” Coachman arranged for a three month medical leave with the  
26    dealership’s human resources department.  
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1           4.5     After his surgery, Mr. Coachman returned to visit the dealership several times.  
2     He did so to stay current on developments in the dealership as he prepared for his return to  
3     work. The voice prosthesis altered Mr. Coachman's voice. He began working with a voice  
4     therapist.

5           4.6     After an infection in late November 2014, Mr. Coachman began utilizing a  
6     button at this throat which he pushed in order to speak. The sound of his speech and the visual  
7     as he pressed a button at his throat to speak was unsettling for some people. He continued  
8     working with a voice therapist.

9           4.7     On December 18, 2014, Mr. Coachman's doctor cleared him to return to work  
10    without restrictions as of January 2, 2015.

11           4.8     Mr. Coachman met with Graham and Ramstetter on approximately December  
12    19, 2014 to discuss his return to work. He notified Graham and Ramstetter that his doctor had  
13    released him to return to work on January 2, 2015. Mr. Coachman spoke by pressing a button  
14    at his throat. In the meeting, the managers confirmed plans for his return to work on January 2,  
15    2015.

16           4.9     Mr. Graham called Mr. Coachman on or about December 23 to confirm he  
17    would assume Andrew Argosino's schedule beginning on January 2, 2015. Mr. Argosino  
18    would transfer to a sales manager position. All was set for Mr. Coachman's return to work the  
19    following week.

20           4.10    Over the next several days, however, both Mr. Graham and Mr. Ramstetter  
21    began to back pedal from their plans to return Mr. Coachman to work. Text messages from  
22    both managers indicate that Defendant Monjazebe intervened in the plan to return Mr.  
23    Coachman to work by expressing his reservations about allowing Coachman to return.

1           4.11 According to both men, Monjazez cited concerns that Coachman's current  
2 health would not allow him to fulfill his job duties. They notified Mr. Coachman that  
3 Monjazez wished to meet with him to assess whether he could speak clearly given his voice  
4 prosthesis. Monjazez said privately that Coachman's voice prosthesis would be unaesthetic to  
5 the Mercedes clientele. Monjazez also expressed his personal discomfort with Coachman's  
6 surgery and his use of a prosthesis to speak.  
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8           4.12 Mr. Coachman met with GM Jason Graham on Thursday, January 1, 2015, the  
9 day before he was to return to work. In this meeting, Graham was evasive about Coachman's  
10 return to work. He confirmed only that he needed to meet with Defendant Monjazez and that  
11 the January 2 start date was postponed.  
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13           4.13 This was upsetting for Mr. Coachman who had been planning his return for  
14 months. Coachman immediately contacted Defendant Monjazez by text message to schedule  
15 a meeting for the next day Friday, January 2, 2015. Monjazez declined the meeting and did  
16 not offer to reschedule. Monjazez did not send another meeting request.  
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18           4.14 On Tuesday, January 6, 2015, Mr. Coachman sent an email to the human  
19 resources administrator Dee Lopez confirming his desire to return to work. He explained that  
20 his doctors had cleared him to return to work, his disability benefits had ended as a result of  
21 his medical clearance, the GM had scheduled him to return on January 2, but his return had  
22 been postponed at the request of Defendant Monjazez who wished to meet with him before he  
23 returned to work. Coachman said he was awaiting a meeting with Monjazez but had not yet  
24 received a meeting notification.  
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26           4.15 At no time did Ms. Lopez, Mr. Graham, Mr. Ramstetter, or Defendant Monjazez  
27 request medical documentation regarding Coachman's release to return to work. If he had  
28 been asked, Mr. Coachman would have readily provided the documentation.

1           4.16   Monjazez never met with Coachman to discuss his return to work. Monjazez  
2 never suggested a time for a meeting in response to Coachman's January 1 request. He never  
3 responded to Coachman's inquiry to human resources. Neither Mercedes Benz of Seattle nor  
4 Monjazez offered to extend Coachman's medical leave beyond January 2, 2015.

5           4.17   Two days later, on Thursday morning, January 8, 2015, Defendant Monjazez  
6 terminated Coachman's employment via email. According to Monjazez, his position had been  
7 permanently "filled" during his medical absence and was no longer available.  
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9           4.18   The statement that Mr. Coachman's position had been filled was false. The GM  
10 had already set in motion plans to transfer the new finance manager to accommodate  
11 Coachman's return to work after his temporary medical leave. In addition, a position as a sales  
12 manager was available in the dealership at the time for which Coachman was qualified.  
13 Further, within weeks of terminating Mr. Coachman's employment, Mercedes Benz of Seattle  
14 sought applications from non-disabled individuals for the position of finance manager.  
15 According to one witness, an employee explained to one potential applicant that Mercedes  
16 Benz of Seattle was "replacing a Finance Director who had cancer."  
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19           4.19   Defendant Monjazez's true reason for terminating Coachman's employment was  
20 his perception that Coachman's voice prosthesis disabled him from working. He reached this  
21 conclusion without speaking with Coachman personally, without reviewing his medical  
22 records or speaking with his doctors, and without any exploration of whether a reasonable  
23 accommodation would allow Mr. Coachman to complete the essential functions of his job as  
24 Finance Director.  
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26           4.20   The dealership had an obligation to continue Coachman's medical leave as a  
27 reasonable accommodation if it reasonably believed he was not yet physically able to return to  
28 work. Defendant Monjazez failed to offer Mr. Coachman an accommodation of any kind.



4.21 Alternatively, Defendant Monjazez decided to fire Coachman because he believed that Mercedes customers would be uncomfortable working with Coachman because of his prosthesis. His fear that customers would be uncomfortable grew out of his own discomfort with Coachman's surgery and prosthesis. Monjazez's effort to cater to discriminatory preferences of customers, real or imagined, is disability discrimination.

4.22 In February 2015, within weeks of his termination from employment, Mr. Coachman began employment at a Subaru dealership. He began as a Sales Representative and then became a Finance Manager. His position required him to speak with co-workers, customers, and financial institutions each day. His voice prosthesis did not disable him from employment at a car dealership.

4.23 Defendants' decision to ignore Coachman's request for a meeting regarding his disability, their decision to end Coachman's employment, and their refusal to provide any reasonable accommodation violated both federal and state disability laws.

**V. FIRST & SECOND CAUSES OF ACTION:**  
**DISABILITY DISCRIMINATION AND FAILURE TO ACCOMMODATE**  
**IN VIOLATION OF THE ADAAA**  
**(DEFENDANT MERCEDES BENZ OF SEATTLE)**

5.1 Plaintiff realleges paragraphs 1.1 through 4.23 as if fully set forth herein.

5.2 Mr. Coachman has no larynx, which substantially limits his ability to speak without the assistance of a voice prosthesis. At all times pertinent to this complaint, he had a disability within the meaning of the ADAAA.

5.3 Mr. Coachman gave notice of his disability and repeatedly asked Mercedes Benz of Seattle to return him to work at the end of his medical leave on January 2, 2015.

5.4 The ADAAA requires employers to engage in an interactive process and reasonably accommodate employees with disabilities unless such accommodation would pose an “undue burden.”

5.5 The ADAAA prevents employers from discriminating against a qualified individual on the basis of disability in regard to discharge of employees and other terms, conditions, and privileges of employment. This includes discrimination motivated by exaggerated fears and discomfort about an employee’s disability and unfounded assumptions about how that disability would impact his work performance.

5.6 Mercedes Benz of Seattle violated the ADAAA by failing to engage in any interactive process with Mr. Coachman, failing to reasonably accommodate his disability, and firing him without obtaining any information from his physician about his restrictions.

5.7 Mercedes Benz of Seattle, through the conduct of its owner Defendant Monjazebe, terminated Mr. Coachman’s employment with reckless indifference to Mr. Coachman’s rights under the ADAAA.

5.8 As a direct and proximate result of Defendant's unlawful conduct, Mr. Coachman has suffered and continues to suffer lost wages and pecuniary benefits of employment, future lost earnings, emotional pain, grief, and humiliation, and other damages in amounts to be proved at trial.

**VI. THIRD & FOURTH CAUSES OF ACTION:**  
**DISABILITY DISCRIMINATION AND FAILURE TO ACCOMMODATE**  
**IN VIOLATION OF THE WLAD**  
**(BOTH DEFENDANTS)**

6.1 Plaintiff realleges paragraphs 1.1 through 4.23 as if fully set forth herein.



1           6.2     Mr. Coachman has no larynx and is unable to speak without the assistance of a  
2 voice prosthesis. At all times pertinent to this complaint, he had a disability within the meaning  
3 of the WLAD.

4           6.3     Mr. Coachman gave notice of his disability and repeatedly asked Mercedes Benz  
5 of Seattle to return him to work at the end of his medical leave on January 2, 2015.

6           6.4     The WLAD requires employers to engage in an interactive process and  
7 reasonably accommodate employees with disabilities whose impairment has a substantially  
8 limiting effect upon his or her ability to perform the job.

9           6.5     The WLAD prevents employers from discriminating against a qualified  
10 individual on the basis of disability in regard to discharge of employees and other terms,  
11 conditions, and privileges of employment. This includes discrimination motivated by  
12 exaggerated fears and discomfort about an employee's disability and unfounded assumptions  
13 about how that disability would impact his work performance.

14           6.6     Mercedes Benz of Seattle violated the WLAD by failing to engage in any  
15 interactive process with Mr. Coachman, failing to reasonably accommodate his disability, and  
16 firing him without obtaining any information from his physician about his restrictions.

17           6.7     Defendant Monjazebe was a supervisor acting in the interest of the employer.  
18 Monjazebe violated the WLAD by failing to engage in any interactive process with Mr.  
19 Coachman, failing to reasonably accommodate his disability, and firing him without obtaining  
20 any information from his physician about his restrictions.

21           6.8     As a direct and proximate result of Defendants' unlawful conduct, Mr.  
22 Coachman has suffered and continues to suffer lost wages and pecuniary benefits of  
23 employment, future lost earnings, emotional pain, grief, and humiliation, and other damages in  
24 amounts to be proved at trial.

**VII. FIFTH & SIXTH CAUSES OF ACTION:**  
**DISABILITY DISCRIMINATION BASED UPON PERCEIVED DISABILITY IN**  
**VIOLATION OF THE ADA AND WLAD**

**(DEFENDANT MERCEDES BENZ OF SEATTLE (ADA & WLAD))**  
**(DEFENDANT MONJAZEB (WLAD))**

7.1 Plaintiff realleges paragraphs 1.1 through 4.23 as if fully set forth herein.

7.2 In the alternative, Mr. Coachman, because he has no larynx and speaks with the assistance of a voice prosthesis, was regarded as having a physical impairment that substantially limits the major life activity of speaking whether or not the impairment limits a major life activity. Mr. Coachman was perceived to have a physical impairment that disabled him from working whether or not one exists in fact. The perceived impairment was permanent and significant.

7.3 The ADA and the WLAD prohibit disability discrimination. This includes discrimination motivated by exaggerated fears and discomfort about an employee's impairment and unfounded assumptions about how that impairment would impact his work performance.

7.4 Mercedes Benz of Seattle violated the ADA and the WLAD by firing Mr. Coachman based on perceived disability.

7.5 Mercedes Benz of Seattle, through the conduct of its owner Defendant Monjazeb, terminated Mr. Coachman's employment with reckless indifference to Mr. Coachman's rights under the ADA.

7.6 Defendant Monjazeb was a supervisor acting in the interest of the employer. Monjazeb violated the WLAD by firing Coachman based on his perceived disability whether or not it exists in fact.

7.7 As a direct and proximate result of Defendants' unlawful conduct, Mr. Coachman has suffered and continues to suffer lost wages and pecuniary benefits of

1 employment, future lost earnings, emotional pain, grief, and humiliation, and other damages in  
2 amounts to be proved at trial.

3 **VIII. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays that the Court enter judgment against Defendants,  
5 awarding him:

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7 1. Lost wages, including front and back pay, and lost medical and retirement  
8 benefits, and other lost pecuniary benefits of employment;

9 2. Compensatory damages for emotional pain, grief, humiliation, and mental  
10 anguish in an amount to be proved at trial;

11 3. Punitive damages against Mercedes Benz of Seattle in an amount to be proved at  
12 trial;

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14 4. Reinstatement of Mr. Coachman to his former position, or one substantially  
15 similar;

16 5. Reasonable attorneys' fees, expert witness fees, and costs and expenses pursuant  
17 to 42 U.S.C. §12205 and RCW 49.60.030(2);

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19 6. Pre- and post-judgment interest at the maximum rate allowed by law;

20 7. Damages to make up for any adverse tax consequences of any award to Mr.  
21 Coachman;

22 8. A declaratory judgment that Defendants' actions violated the ADAAA and the  
23 WLAD; and  
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